

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Dental Partners, Inc.		08/21/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	Key Center, 127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	Administrative Agent:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2961108	IMPROVIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216/586-7505		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	David G. Roberts, Esq.		
<b>Address Line 1:</b>	Jones Day, North Point, 901 Lakeside Ave		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	601755-049100/AMERDENT/SK		
<b>NAME OF SUBMITTER:</b>	David G. Roberts, Esq.		
<b>Signature:</b>	/David G. Roberts/		
<b>Date:</b>	08/21/2009		

CH \$40.00 2961108

**Total Attachments: 6**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 21, 2009 (“Agreement”), between AMERICAN DENTAL PARTNERS, INC., a Delaware corporation (together with its successors and assigns, the “Assignor”), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of August 21, 2009 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the “Credit Agreement”), among the Assignor, the lending institutions named as lenders therein (together with their successors and assigns, the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of August 21, 2009 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other Grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

### Section 2. Assignment and Grant of Security Interest.

(a) As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (hereafter collectively called the “Specified Collateral”):

(1) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(3) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(4) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(5) all registrations and recordings with respect to any of the foregoing;

(6) all reissues, extensions and renewals of any of the foregoing;

(7) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with Section 13.14 of the Credit Agreement;

(8) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(9) all rights to sue for past, present or future infringements of any of the foregoing;

(10) all goodwill related to any of the foregoing;

(11) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(12) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Ohio without regard to conflicts of law principles.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

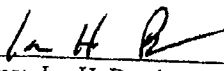
Section 6. Jury Trial Waiver. **THE ASSIGNOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN**

THE ADMINISTRATIVE AGENT AND THE ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AMERICAN DENTAL PARTNERS, INC.

By:   
Name: Ian H. Brock  
Title: Vice President, Planning and Investment

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: J.T. Taylor  
Title: Senior Vice President

Collateral Assignment of Trademarks

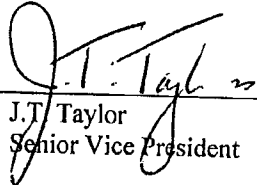
**TRADEMARK**  
**REEL: 004050 FRAME: 0133**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AMERICAN DENTAL PARTNERS, INC.

By: \_\_\_\_\_  
Name: Ian H. Brock  
Title: Vice President, Planning and Investment

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: J.T. Taylor  
Title: Senior Vice President

**Schedule A  
to Collateral Assignment of  
Trademarks**

TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.  
REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE:

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration or Application Number</u>
American Dental Partners, Inc.	IMPROVIS	2961108